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NOTES OF CASES.

Evidence—Documentary Evidence—Authentication—Letter.—A reply letter received, in due course of mail, from the addressee of a former letter is presumed to be genuine, and if otherwise proper evidence may go to the jury without proof of the handwriting of the person whose signature appears thereto. Evidence offered to impeach such letter, which goes only to the extent of proving that the name was signed to it by the bookkeeper in the office of the person whose name is placed to the letter, is not sufficient to overcome the presumption that he authorized his bookkeeper's act. *Capital City Supply Co. v. Beury*, — W. Va. —, 72 S. E. 657.

Trade Union—Objects of Trade Union—Rules—Compulsory Levies on Members of Union to Obtain Representation on Municipal Councils—Ultra Vires.—*Wilson v. Amalgamated Society of Engineers* (1911) 2 Ch. 324. This was an action by the member of a trade union to restrain the union from making compulsory levies on the members for funds wherewith to secure representation on municipal councils. Parker, J., who tried the action came to the conclusion that the decision in *Amalgamated Society of Railway Servants v. Osborne* (1910) A. C. 87 where the House of Lords held that such levies could not be lawfully made for securing representation in Parliament, applied, and he therefore granted an injunction as prayed, and the rules of the union authorizing such levies were declared to be ultra vires of the union.—*Canada Law Journal*.

Will—Construction—Gift to Supposed Wife during Her Widowhood—Bigamous Marriage.—*In re Hammond, Burniston v. White* (1911) 2 Ch. 342 is a case involving a peculiar state of facts. The plaintiff Burniston's husband disappeared in 1894 and was supposed to have been drowned, though it was impossible to trace him. In the year 1900 she married John Hammond who was informed of the disappearance of her husband, and both believed that they were lawfully married, and they lived together as man and wife until 1906, when Hammond died and by his will gave his household effects to his "wife" "during her widowhood and after her decease or second marriage" he gave them to his daughters. He also gave his wife the use of a house, and an annuity on the same terms. After the testator's death the plaintiff lived in the house and received the annuity until 1910, when it was discovered that her husband Burniston was alive. In these circumstances, she brought the present action for a declaration that she was the person described in Hammond's will as his wife, and was entitled to all the rights and benefits given by the will to his wife. Parker, J., who tried the action gave judgment in her favor holding that the words "during widowhood" did

not import a condition, but simply pointed out the time within which the gift was to be enjoyed, and he held that during widowhood meant until the donee died or married again.—Canada Law Journal

Fruits and Candies Must Be Protected from Flies and Dust.—The healthful city of St. Paul passed an ordinance providing that all fruits and candies exposed for sale outside of a building, or in any wagon or cart, shall be protected from both flies and dust. One Bacigalupo, an Italian fruit vender, was arrested for violating this ordinance. From an order of the district court denying a writ of habeas corpus he appeals. Judge Lewis, of the Supreme Court of Minnesota, in *Ex parte Bacigalupo*, 132 Northwestern Reporter, 303, affirms the lower court decision, and holds that the ordinance is not an unnecessary interference with private rights, is not an unreasonable requirement, or impossible of performance, and is not in restraint of trade, or contrary to the provisions of the State or federal Constitution. The ordinance was bitterly criticised because its provisions include all fruits, such as oranges and bananas, which it was claimed require no protection. The judge holds that while, no doubt, a distinction may be drawn between such fruits and others, such as berries, it is not for the courts to say that even oranges and bananas should not be protected against the accumulation of dust and the approach of flies. "Surely," says the judge, "even those fruits are much more wholesome and less dangerous in scattering germs when kept free from flies and dust." Wholesale or commission houses come within this ordinance.

Injunction to Prevent Disclosure of Trade Secrets.—In a suit to enjoin a servant from disclosing trade secrets, consisting of specific methods or secret processes for the manufacture of commercial oxygen, the United States Circuit Court, in *S. S. White Dental Mfg. Co. v. Mitchell*, 188 Federal Reporter, 1017, holds that it was no objection to the issuance of an injunction that plaintiff failed to point out any specific methods or secret processes which it was proposed to enjoin defendant from disclosing, since the general provision of the order prohibiting action in violation of defendant's contract of employment would be no more indefinite than was the threatened injury, and, if the injunction was enforceable at all, it would be enforceable as well against any disclosure as against any particular process or device. Where the servant terminated his contract and took employment with another concern in the same line of business, but denied that he intended to violate his contract, the court holds that an injunction restraining him from violating it would not be granted as a threat, since he was as much bound by his contract not to disclose after taking up his new employment as before.